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Union: **Lake Shore Central Non-Instructional Unit, International Brotherhood of Teamsters (IBT)**

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**THE
LAKE SHORE CENTRAL SCHOOL DISTRICT
SUPERINTENDENT
AND**

TEAMSTERS LOCAL #264

**EFFECTIVE
JULY 1, 2013 - JUNE 30, 2018**

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AGREEMENT

This Agreement made and entered into this 10th day of November, 2015 by and between the Superintendent of the Evans-Brant Central School District (Lake Shore Central School District), Erie County, New York, hereinafter referred to as the "Employer" and Teamsters Local #264 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

The above quoted paragraph is Section 204-a of Article 14 of the Civil Service Law (Taylor Law) as amended by the 1969 Legislation and is included here at the direction of the law and the New York State Public Employment Relations Board.

ARTICLE 1 **RECOGNITION CLAUSE**

SECTION 1.1: Pursuant to the Public Employees Fair Employment Law, the "Employer" hereby recognizes the "Union" as the exclusive official negotiating agent for all non-teaching staff employed by the Employer. Job classification of bargaining unit employees include registered professional nurses, licensed practical nurses, classroom aides, personal care aides, school monitors, maintenance mechanics, grounds personnel, custodians, head custodians, senior building custodians, transportation mechanics, laborers, bus drivers, bus attendants, physical therapists, physical therapist assistants, social workers, caseworkers, occupational therapists, certified occupational therapy assistants, clerk typists, senior clerk typists, senior account clerks, senior clerk stenographers, payroll clerks, telephone operator, account clerk typists, transportation clerks, technical support specialists, stores clerks, mail person, lead technical support specialist and home school liaisons. Not included are those represented by other bargaining units of the District and substitutes.

ARTICLE 2 **NEWLY HIRED EMPLOYEES**

SECTION 2.1: All newly hired employees covered by this agreement shall have their name, address and work location forwarded to the business office of Teamsters Local #264 upon being hired.

ARTICLE 3 **UNION SECURITY CLAUSE**

SECTION 3.1: The parties hereto have agreed to provide for Agency Shop Fee as set forth in the Civil Service Law of New York State, effective date July 1, 1986.

ARTICLE 4 **PAYROLL DEDUCTION**

SECTION 4.1: Union membership dues, fees and assessments shall be deducted from the wages of each employee who has voluntarily signed a form authorizing such deduction to be made. These monies shall be transmitted to the Secretary-Treasurer of Teamsters Local #264 by the fifteenth day of the month following the withholding of the funds from the employee's paycheck.

SECTION 4.2: Said deduction for an individual employee shall continue to be made until and including the payroll period which the Employer has received from the employee a written statement signed by him or her revoking his or her deduction authorization.

SECTION 4.3: Agency fees, in an amount equivalent to Union membership dues, fees and assessments, shall be deducted from the wages of each employee who has not delivered a deduction authorization to the Business Office of the School District, or who has revoked a previously delivered authorization.

SECTION 4.4: The Union shall defend and save the Employer harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken or not taken by the Employer to comply with the terms of this Article.

SECTION 4.5: The Employer further agrees to deduct from the wages of employees who authorize to do so, premiums for group insurance policies. Said deductions shall be made at a time corresponding to the employee's regular payroll period and any insurance changes shall be made fifteen (15) days prior to the first pay date in October or February of each corresponding year.

SECTION 4.6: The Employer further agrees to deduct from the wages of employees who authorize to do so, deductions for the Lake Shore Federal Credit Union.

SECTION 4.7: The Employer will require the direct deposit of all paychecks for all employees to various banking institutions of the employee's choice.

ARTICLE 5

DEFINITION OF FULL-TIME /REGULAR PART-TIME/PART-TIME EMPLOYEES

SECTION 5.1: Any employee working thirty hours (30) or more in a week shall be considered a full-time employee.

SECTION 5.2: Any employee working twenty-six (26) hours or more but less than thirty (30) hours in a week shall be considered a regular part-time employee.

SECTION 5.3: Any employee working less than twenty-six (26) hours per week shall be considered a part-time employee.

SECTION 5.4: Each employee's employment status will be determined by a semi-annual review (on or about January 31 and June 30) of hours worked during the employee's work calendar for the previous six (6) month period.

ARTICLE 6

PERSONNEL RECORDS

SECTION 6.1: An employee shall, within five (5) working days of a written request to the Superintendent or his/her designee, have an opportunity to review his/her official personnel folder in the presence of a Union Representative (if requested by the employee) and an appropriate official of the Lake Shore Central School District.

The official personnel history folder shall contain all memoranda or documents relating to an employee. This shall include documents or memoranda of criticism, commendation, appraisal or rating of such employee's

performance on his/her job. Copies of such memoranda or documents shall be sent to the employee simultaneously with documents being placed in official personnel folder. The employee shall have the opportunity to submit a written response to any materials of an adverse nature being added to their personnel file, within 15 work days of their receipt of the materials or their knowledge that such materials were placed in the file. An employee may, at any time, request and be provided, copies of all documents and notation in his/her official personnel folder. Copies of entries in personnel file shall be provided, free of charge, once during the employment period. All additional copies shall be at the employee's expense.

ARTICLE 7

UNION COMMITTEES AND SHOP STEWARDS

SECTION 7.1: No employee shall be disciplined for serving on a committee in the interest of the Union, provided the Union shall give ample notice to the Superintendent in order for the Superintendent to furnish a substitute, and the length of time engaged will not be unreasonable. Employees shall not be compensated by the Employer for said days off.

SECTION 7.2: Any Steward shall be available to leave his/her work to investigate and adjust the grievance of any employee within his/her jurisdiction whenever possible and after notification and approval to his/her immediate supervisor.

ARTICLE 8

HOLIDAYS

SECTION 8.1: All employees assigned for twelve (12) months will be guaranteed fourteen (14) paid holidays as follows:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve

SECTION 8.2: All employees assigned for ten (10) or eleven (11) months will be guaranteed the holidays falling within the months worked, including the following:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve

SECTION 8.3: When a paid holiday falls on a Saturday and/or Sunday, the selection of a replacement holiday will be determined by the Superintendent.

SECTION 8.4: Employees will be paid holiday pay at their hourly rate times the number of hours they are scheduled and/or contracted for during the contract year. Employees off on paid sick leave or vacation shall be paid for the holiday.

SECTION 8.5: Employees who work on a holiday or emergency closure day shall be paid their pay rate for scheduled hours and time and one half (1 & ½) per hour for all hours worked at their contracted hourly rate for the hours worked (2 hour minimum applies).

SECTION 8.6: No employee will be required to work when an Emergency Closure Day is declared by the Superintendent, the exception being the regular grounds personnel, head/senior custodians, maintenance mechanics and transportation mechanics. Other employees may be required to work as directed by his/her supervisor (see Article 14; Section 14.7). The option of reassignment of those employees to other buildings in the District may be directed by the Superintendent.

ARTICLE 9

PERSONAL LEAVE DAYS

SECTION 9.1: All employees shall be granted personal leave days.

SECTION 9.2: Four (4) personal leave days will be granted to each 12 month/11 month employee at the beginning of each contract year and four (4) personal leave days will be granted to each 10 month employee at the beginning of each school year. These days shall be equal in hours to the number of hours per day an employee is scheduled and/or contracted for during said period as indicated above and may be taken in full or one-half day increments.

A maximum of two (2) personal days may be taken in succession and will not normally be taken on the day before or the day after a regularly scheduled vacation or holiday. If additional days are needed, or the day before or after a regularly scheduled vacation or holiday is needed for emergency purposes, permission may be granted at the discretion of the Superintendent or designee. Personal days may only be used for non-recreation

business that must be conducted during the work day and will require prior administrative approval with 2 days' notice. These days may only be used for documentable personal business (attorney meeting, accountant, financial, etc.) Documentation can be requested when previous attendance patterns warrant such request.

SECTION 9.3: Personal days during an employee's first year of employment shall be pro-rated based on an employee's identity as a 12 month, 11 month, or 10 month employee in conjunction with the number of months worked.

SECTION 9.4: Employees will be paid during the first pay period in October, at the previous year's rate, for two (2) days of unused personal days standing to their credit as of June 30th of the previous year and any additional days remaining shall be added to the employees sick day accumulation.

SECTION 9.5: Employees shall be allowed to use a personal day to cover a day of work precluded by Superintendent Conference days (1/2 or full day), Parent-Teacher conference days (1/2 or full day), Regents rating days (1/2 or full day), or emergency "go home early days." The noted in-service days must be designated on the District instruction school calendar, approved/adopted by the Board of Education. Any District-required training that the employee misses by taking leave time on a superintendent conference or in-service day shall be made up by the employee within 15 work days.

If in-service days are added to the adopted school calendar the Superintendent will notify the bargaining unit, in writing of specific dates that will apply to Section 9.5.

Personal leave will not be used for any days/dates within the instructional calendar that are designated as a vacation. The only exception would be if the school calendar provided for less than 187 days. In the event of the calendar providing less than 187 days, the Wednesday before Thanksgiving becomes eligible for the use of a personal day. Other consideration for the use of a personal day the Wednesday before Thanksgiving is at the discretion of the Assistant Superintendent or Superintendent of Schools.

ARTICLE 10 **SICK LEAVE**

SECTION 10.1: All employees shall earn paid sick leave on the following basis per contract year:

- 10 month employees, 1.40 days per month, not to exceed 14 days per contract year
- 11 month employees, 1.37 days per month, not to exceed 15 days per contract year
- 12 month employees, 1.34 days per month, not to exceed 16 days per contract year

SECTION 10.2: Sick leave days, under this provision, shall be equal, in hours, to the number of hours per day an employee is scheduled and/or contracted for during a contract year and are earned at the rate prescribed in Section 10.1 above, provided that the employee is working and/or receiving pay at least fifty percent (50%) of the working days of the calendar month.

SECTION 10.3: Sick leave days shall be granted without approval for the following reasons:

1. Sickness or injury to the employee.
2. Sickness or injury to the employee's immediate family, requiring care and attendance of the employee. Immediate family shall be described as those indicated in Article 11, Section 11.3 with the addition of other relative(s) who is an actual member of the employee's household. Immediate household shall include "significant other."
3. Medical and/or dental visit.

- SECTION 10.4:** Sick leave days may be taken in full days or half-days for all employees.
- SECTION 10.5:** A medical excuse may be required after five (5) days absence due to illness.
- SECTION 10.6:** Sick leave may accumulate per employee to a maximum of two hundred and fifty (250) days.
- SECTION 10.7:** The Employer will supply each bargaining unit employee covered by this agreement an accrual update of his/her sick leave accruals in the second pay period after the opening of school in the fall.

ARTICLE 11

BEREAVEMENT

- SECTION 11.1:** Each employee will be granted four (4) consecutive working days off, each day shall be equal in hours to the number of hours per day said employee is scheduled and/or contracted for during that contract year and are non-accumulative per occurrence per family death. Said leave to be extended by one additional day if one way travel to the funeral exceeds 300 miles and provided the employee attends the funeral.
- SECTION 11.2:** Consecutive working days shall not be interrupted by weekend days or holiday (those listed in Article 8).
- SECTION 11.3:** Family is defined as being: Wife, Husband, Mother, Father, Sister, Brother, Child, Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law, Grandmother, Grandfather, Niece, Nephew or any other relative living in the employee's household, including "significant other."
- SECTION 11.4:** One (1) day only will be granted for funeral attendance of a relative other than those mentioned in the preceding paragraph.
- SECTION 11.5:** It is understood if an employee is on a paid leave as described in this agreement during which time a death in said employees family occurs (those family members described in Section 11.3) he/she may cancel the usage of the paid leave and utilize the bereavement benefit as described in Article 11.

ARTICLE 12

JURY DUTY

- SECTION 12.1:** All employees who are covered by this agreement who are called to jury duty shall receive full wages, equal to the employee's current rate of pay times the number of hours he/she is scheduled and/or contracted for during the contract year, paid to them for time lost while attending the jury duty. In turn the employee will reimburse the employer for the hourly compensation received for attending said duty by the courts system. It is understood the employee is not to reimburse the employer for compensation received for expenses such as parking and food allowances.

ARTICLE 13

VACATIONS

SECTION 13.1: All full-time 11 month and 12 month employees shall accrue a vacation benefit on July 1 as follows:

<u>Years of Service</u>	<u>Vacation Benefit</u>
First year or service	see Section 13.5 below
After one (1) year of service	1 Week
After two (2) years of service	2 Weeks
After five (5) years of service	3 Weeks
After twelve (12) years of service	4 Weeks
After fifteen (15) years of service	4 Weeks and 1 Day
After sixteen (16) years of service	4 Weeks and 2 Days
After seventeen (17) years of service	4 Weeks and 3 Days
After eighteen (18) years of service	4 Weeks and 4 Days
After nineteen (19) years of service	5 Weeks

SECTION 13.2: The "Full-Time" Bus Driver(s) and Bus Attendant(s) will receive five (5) days of vacation, to be taken at any time during the school year. "Full-Time" Bus Driver(s) and Bus Attendant(s) shall work at least forty (40) hours per week for the entire school year on regular assigned runs only.

SECTION 13.3: The vacation period shall be from July 1 to June 30 of each year with no closed weeks, with the exception of Section 13.10 of this Article.

SECTION 13.4: To be eligible for earned vacation as listed, an employee must work one hundred twenty-five (125) days in the previous contract year. Holidays, personal days, vacation days, bereavement days, jury duty days, bona fide sick leave days and Worker's Compensation days shall be considered as days worked. Worker's Compensation days shall be credited only to the extent they equal actual days worked in the preceding year (i.e.: if an employee worked sixty (60) days in the preceding year and was on compensation one hundred twenty (120) days that year, the employee would be credited with a maximum of sixty (60) compensation days to be added to the sixty (60) days actually worked). If an employee does not work one hundred twenty-five (125) days in the previous contract year, said employee shall be entitled to vacation benefit or pay on the following basis; for each month during the previous contract year in which an employee works or is paid for eight (8) days or more said employee shall be entitled to one twelfth (1/12) of vacation benefits.

SECTION 13.5: Employees hired after the start of the contract year (July 1) will earn one-twelfth (1/12) of one week's vacation benefit for each month he/she works at least eight (8) days, from his/her date of employment to the following July 1. Said accrual of vacation benefit may be taken as time off after it is accrued on July 1. An employee moving to a new position within the same department will carry all years of employment for the establishment of vacation benefit.

SECTION 13.6: Part-time twelve (12) month employees will be allotted five (5) vacation days, pursuant to Section 13.5, which may be taken with the approval of the immediate supervisor. Five (5) days may be carried over from year to year. Total accumulation may never exceed ten (10) days.

SECTION 13.7: Vacation pay shall be computed at the rate of the number of hours per week an employee is scheduled for, times the employee's current hourly rate of pay. Any employee receiving a premium, said premium shall be included in this calculation.

SECTION 13.8: If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

SECTION 13.9: An employee who resigns, retires, or is laid off prior to taking his/her vacation, shall be compensated for the accumulated vacation credits up to the maximum allowed by Board Policy. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

SECTION 13.10: Employees will not be permitted to take vacation during the two weeks prior to the start of school, during the first two weeks of school, and the last two weeks of school unless permission is granted by the Superintendent or designee.

SECTION 13.11: If there is a dispute in the selection of vacation weeks, all disputes shall be decided by seniority, with the employee who has the most seniority getting preference.

SECTION 13.12: The maximum amount of carrying over vacation time is sixty (60) days. Anything in excess of sixty (60) days must be taken or will be lost.

SECTION 13.13: Vacation Request Procedures and Forms: All bargaining unit members will be required to complete a vacation form (Appendix F) and submit said form to their immediate supervisor for approval. All requests for vacation shall be submitted as follows:

- a) Two (2) weeks advance request for three (3) consecutive days or more.
- b) One (1) week advance request for less than three (3) consecutive days.

The immediate supervisor shall not unreasonably deny any request and all requests shall be approved and/or denied within twenty-four (24) hours from the time the request has been submitted. Approval for vacation requests that do not meet the above notification requirements are at the discretion of the Superintendent or designee.

ARTICLE 14

HOURS/OVERTIME

SECTION 14.1: Forty (40) hours shall constitute the basic work week.

SECTION 14.2: All hours worked in excess of forty (40) hours per week shall be considered overtime. For computation of overtime, "hours worked" shall not be construed to be the same as "hours paid." Amounts paid for sick days, snow days, personal days, family days, bereavement days, jury duty days, vacation days, paid lunch, etc. will not be included in the computation of "hours worked" in accordance with the Fair Labor Standards Act.

SECTION 14.3: Overtime shall be paid at one and one half (1 & ½) times the employee's regular hourly rate.

SECTION 14.4: Where there are two cafeteria monitors assigned and one is absent (not replaced by a substitute), the monitor who is working shall be compensated at the rate of one and one half (1 & ½) times his or her hourly rate times the hours worked.

SECTION 14.5: Overtime shall be as equally distributed as possible on a rotational basis (wheel) among all employees within their respective building/departments and job classifications. The wheel shall initially start with the most senior employee and rotate thereafter.

SECTION 14.6: Overtime due to emergencies will be paid at time and one half (1 & ½) with a guarantee of two (2) hours minimum including the grounds personnel. Time immediately prior to or immediately following regular time will not be classified as an emergency.

SECTION 14.7: No employee will be required to work when an Emergency Closure Day is declared by the Superintendent, the exception being the regular grounds personnel, head/senior custodians, maintenance mechanics and transportation mechanics. Said employees shall be paid for the Emergency Closure Day at the rate paid for holidays described in Article 8, Section 8.5, plus time and one half (1 & ½) their hourly rate for all hours worked. (i.e.: the head custodian or that employee in the custodial family charged with the responsibility of the building).

SECTION 14.8: All overtime must be approved by appropriate supervisory personnel and an employee has the right to refuse to work overtime, except those employees identified under section 14.7.

ARTICLE 15

JOB POSTING AND FILLING

SECTION 15.1: Whenever a vacancy occurs or is created, an announcement of the job shall be posted throughout the School District on all official bulletin boards, along with a copy sent to the business office of Teamsters Local #264, containing such information as job duties, hours or period of work to be required, salary (annual or hourly), date the job is expected to commence, and all other pertinent data. Such posting shall be available to employees within the department where the vacancy occurs, for five (5) business days (days business office is open) and shall begin for temporary vacancies after the job has been vacant for thirty (30) work days, and for permanent vacancies after the job has been vacant for ten (10) calendar days.

It is understood that during the summer recess any job vacancies that occur within the School District are to be posted on the Monday of each week and subsequently filled pursuant to Section 15.2 below. Further it is understood that during the school year when the Winter, Mid-winter or Spring Recess and/or any other type of recess occurs, job vacancies are to be posted on the Monday following the return to work after the recess and subsequently filled pursuant to Section 15.2 below.

Bus Drivers and Bus Attendants off on extended sick leave (i.e., disability and/or compensation) wishing to bid on vacancies that may occur shall be required to call the Bus Garage Office every Tuesday morning of each successive week during their illness to be notified of the various vacancies.

SECTION 15.2: Upon completion of the five (5) day posting period, the job vacancy shall be immediately filled. Said vacancy shall be filled through job bidding within the various departments with seniority as defined in Article 18, Section 18.1, being the deciding factor in awarding job vacancies, provided that the most senior candidate is qualified for the job, as determined by the Superintendent.

NOTE: "Qualified" will refer to documentable experience from the following: working in the posted position in a school district, municipality, private sector company, or the equivalent of work experience and formal education related to the position.

It is understood that if the job vacancy is not filled immediately the candidate being awarded the bid shall begin receiving compensation for said bid on the sixth (6th) day (i.e.: in the case of a temporary vacancy on the twenty-sixth (26th) day and in the case of a permanent vacancy on the sixteenth (16th) day (subject to Civil Service timelines).

Temporary vacancies may be vacant for a period up to thirty (30) work days at which time said vacancies may be filled with a substitute category of employees at the substitute rate of pay. Employees who are laid off because of an abolishment of their position shall have right of first refusal for employment within their job titles for substitute category employment as described above. In the event a laid off employee works fifteen (15) consecutive days filling the same vacancy the Employer will pay said employee his/her contracted rate of pay back to the first day of filling the vacancy.

The descriptions of the various departments are as follows:

Registered Professional Nurse	Clerical
Licensed Practical Nurse	Monitor
Custodial	Bus Driver
Laborers	Bus Attendant
Grounds	Classroom Aide
Transportation Mechanics	Personal Care Aide
Maintenance Mechanics	Technical Support Specialist
Stores Clerk	Home School Liaison
Occupational Therapists	Physical Therapists
Certified Occupational Therapy Assistants	Physical Therapist Assistants
Mail Person	Social Worker/Caseworker
Transportation Clerk	

NOTE: The separation and delineation of departments regarding Classroom Aide, School Monitor and Bus Attendant will become effective upon ratification of successor agreement to the June 30, 2009 contract. The creation of two independent departments, School Monitor and Bus Attendant, will prevent all employees not employed in both departments at the time of ratification from requesting dual employment as defined in Section 15.5. New employees hired after ratification will be hired as either Bus Attendant or School Monitor and will adhere to Section 15.5.

Employees may pyramid hours through the bidding procedure up to and including forty (40) hours per week.

Transportation: Bidding for temporary positions on an "hour for hour" basis will NOT be allowed.

SECTION 15.3: The District shall have the right to transfer employees within their job title at any time as long as the hours and shift remain constant. No transfer of any employee will be in an arbitrary or capricious manner.

SECTION 15.4: If no employee bids on a labor class or non-competitive vacancy within their respective departments, then the bidding procedure shall be made available to all other non-teaching personnel covered by this agreement. Such vacancies shall then be reposted and filled in the manner set forth above. If no employee bids on a competitive vacancy within their respective departments, then the District will proceed with canvassing the local or county-wide civil service list for candidates, as appropriate.

SECTION 15.5: It shall be a violation of the Employer's dual employment policy to hold positions in two or more various departments.

SECTION 15.6: Employees bidding on additional work within the various departments or bidding on work in a different department (contemplating a department change) shall maintain their step level.

Section 15.7: Employees bidding on additional work, including summer work, will be awarded positions based upon criteria identified in the job posting. The District shall have the right to deny a summer work position to an employee who had less than 90% attendance in a summer appointment for the previous year other than a documented emergency that occurred after acceptance of the assignment.

SECTION 15.8: For purposes of further bidding after a department change has occurred, seniority shall be defined as indicated in Article 18, Section 18.1. In the event of a tie, District-wide seniority shall control; further, date of permanent appointment; further, date of application; and finally, date first working as full or part-time employee in the District shall be the tie-breaking criteria used in the order stated.

ARTICLE 16 **PROMOTION**

SECTION 16.1: Every consideration will continue to be given for promotion within the staff of the Lake Shore Central School District. It is understood that said consideration will best serve the benefits of not only the personnel concerned but also best serve the interest of the Employer. Seniority shall be the deciding factor in awarding the position within the system, provided that the most senior candidate is qualified for the job as defined by Article 15.2.

ARTICLE 17 **OUT OF TITLE ASSIGNMENTS**

SECTION 17.1: If an individual serves in a higher category, (i.e.: a regular custodian replacing a head custodian), the individual serving in the temporary assignment will be compensated at his/her proper step on the higher category schedule, effective from the first day forward of the temporary assignment when notified in writing by the Superintendent or designee.

SECTION 17.2: Seniority shall prevail in replacing employees who are absent.

SECTION 17.3: No employee shall receive less wages for working out of title.

SECTION 17.4: Note: Article 17, Section 17.1 is to work in conjunction with Article 15, Section 15.1 and Section 15.2 where the employer may fill a vacancy for twenty (20) calendar days. If the Employer chooses not to exercise its option under Article 15, Section 15.1 and Section 15.2 then Article 17 will become applicable.

SECTION 17.5: Employees filling four (4) hour, five (5) hour and six (6) hour laborer positions in the various schools throughout the District shall be given the opportunity to fill, on a daily basis, vacancies which occur for eight (8) hour laborer positions. This opportunity for filling positions that results in pyramiding of hours, for said reason, may be done in lieu of using a substitute for filling temporary vacancies as described in Article 15, Section 15.1. It is the understanding of the parties that the daily bidding is done on a school-by-school basis and the employee must possess the necessary qualifications to perform the job.

SECTION 17.6: Employees filling four (4) hour, five (5) hour and six (6) hour laborer positions in the various schools throughout the District and expressing a desire to fill eight (8) hour "custodial" vacant position(s) on a daily basis are governed by Section 17.1 and Section 17.4 above.

ARTICLE 18

SENIORITY

SECTION 18.1: Seniority whenever used in this agreement, shall be defined as an employee's length of continuous service within the various job titles held, from the employee's date of permanent appointment, with the total aggregates of which is applied to the employees current job title ("District Seniority").

SECTION 18.2: Layoff –

- a) In the event the employer plans to layoff employees for any reason, the employer shall make a good faith effort to meet with the Union to review such anticipated layoff prior to the date such action is to be taken.
- b) The employer shall forward a list of those employees being laid off to the Local Union on the same date that the notices are issued to the employees.
- c) When a permanent employee in the competitive class is to be laid off, Section 80 and other pertinent sections of the Civil Service Law will be invoked and will govern the layoff procedure of such employees.
- d) When any other employee in the non-competitive class or labor class is to be laid off, due to a reduction in the work force, it is understood the employee with the least amount of seniority in the job title affected shall be the first laid off. The employee impacted by the reduction in work force must move to the position with least seniority comprised of the same or similar hours.

SECTION 18.3: Layoff Procedure –

- a) The layoff of permanent employees in the competitive class will be governed by Section c) above.
- b) For non-competitive class and labor class positions:
 - 1) Before any permanent incumbent in any job title is laid off in any department, all temporary, part-time, provisional, and probationary employees in that department, in the same title, shall be first laid off in that order.
 - 2) Where there is a layoff in a specific job title and no part-time, temporary, provisional, and probationary employees are involved, the employee with the least seniority in that job title shall be laid off.
 - 3) Having exhausted his/her seniority in the current job title, the employee may exercise his/her seniority to bump into a job title he/she previously held within the District.
 - 4) If the bumping process fails to produce a work opportunity said employee shall be laid off.
 - 5) Total District seniority will govern with respect to layoffs and recall in any job title.
- c) The employer will be liable for any error on a separation of layoff from the date of the error. If, however, the employee discovers the error and fails to file a grievance, the employer will be liable only from the date a grievance is filed.

SECTION 18.4: Recall –

- a) The recall of all competitive class employees in the bargaining unit shall be pursuant to Sections 80 and 81 of the New York Civil Service Law as amended from time to time or as negotiated.
- b) The recall of employees in the non-competitive class or labor class shall be pursuant to inverse seniority (last laid off – first to return).
- c) Notice of recall shall be sent to the employee at his/her last known address by certified mail. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice of recall he/she shall be considered to have resigned the position. Recall rights for an employee shall expire after a period equal to his seniority, but in no case more than three (3) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his/her last known address by certified mail.
- d) No new employee shall be hired into a particular job title until all employees on lay off status in that job title desiring to return to work have been recalled.

ARTICLE 19
RULES AND REGULATIONS

SECTION 19.1: The Superintendent will notify the Union of all proposed Employer changes in rules, regulations and policies as they may relate to non-teaching personnel covered by this agreement. The Union will be afforded the opportunity to meet and discuss the proposed changes prior to their implementation.

ARTICLE 20
DISCIPLINE

SECTION 20.1: Parties agree that the provision of Section 75 of the Civil Service Law of the State of New York shall be made applicable to all eligible members of the bargaining unit herein.

SECTION 20.2: That the hearing held pursuant to Section 75 shall be held before a hearing officer whose name appears on a permanent panel thereof. The panel shall consist of six (6) named individuals whose inclusions thereon shall be mutually agreed to by the parties thereto. Matters shall be referred to the panel on a rotating basis.

SECTION 20.3: Hearing Officer listing:
Howard Foster
Allan Berry
Paul Caffera
David Hoover
Robert Rabin
Lise Gelertner

ARTICLE 21

GRIEVANCE PROCEDURE

SECTION 21.1: Declaration of Purpose – The purpose of this grievance procedure is to secure, at the lowest possible level with a minimum of interruptions of time, an equitable solution to disputes which may arise with respect to this agreement. This grievance procedure has been agreed upon so as to establish a procedure for presentation and settlement of disputes and/or grievances in a manner free from coercion, interference, restraint, discrimination or reprisal against any employee for using such procedure and to thus maintain a harmonious and cooperative relationship. No employee's personnel folder shall contain information concerning submission, processing, or disposition of grievances.

SECTION 21.2: Any employee is entitled to have representation by the Union at any and all stages of the grievance procedure. In any grievance hearing, both the Employer and the Union shall have the right to call witnesses, cross-examine and have access to minutes and transcripts.

SECTION 21.3: Defined – A grievance is any controversy between the Employer and the Union with respect to interpretation or application of any of the express terms of this agreement.

SECTION 21.4: Procedure – All grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and/or steward shall present the grievance in writing to his/her immediate supervisor within fifteen (15) working days after the reason for the grievance has occurred or within fifteen (15) working days after the grievant became first aware of the reason for the grievance.

Step 2:

If the grievance is not resolved at the above Step, within ten (10) working days, it may be submitted on the executed form to be provided by the Union and presented to the Superintendent. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the agreement alleged to be violated.

A meeting between the Superintendent and a Union Representative will be held within seven (7) working days after receipt of the written grievance. Within seven (7) working days after such meeting, the Superintendent will provide the Union with a written response to its grievance.

Step 3:

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration, providing such written submission is made within (10) working days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected from a panel submitted by the American Arbitration Association and the parties will be bound by the rules and procedures of AAA in the selection process. The arbitrator shall not have power or authority to add to, detract from or modify, explicitly or impliedly, any express term of this agreement, and his authority shall be limited to deciding only whether a specific provision of this agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

SECTION 21.5: Employer/Union Grievance – Any grievance submitted by the Employer/Union shall begin directly at Step 2 of the procedure.

SECTION 21.6: Discharge or Discipline – See Article 20.

SECTION 21.7: Time Limits –

- a) The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer.
- b) The time limits set forth above may be extended by mutual agreement in writing to the Employer and the Union.

ARTICLE 22

WAGES

SECTION 22.1: Appendix A - The salary schedule for July 1, 2013 – January 31, 2015

SECTION 22.2: Appendix B - The salary schedule for February 1, 2015 – June 30, 2015

SECTION 22.3: Appendix C - The salary schedule for July 1, 2015 – June 30, 2016

SECTION 22.4: Appendix D - The salary schedule for July 1, 2016 – June 30, 2017

SECTION 22.5: Appendix E - The salary schedule for July 1, 2017 – June 30, 2018

SECTION 22.6: The Employer will provide as an option the opportunity for employees who work during the school year to have their paychecks pro-rated over the ten (10) month school year period. Employees electing to be pro-rated will agree to receive their first check of the school year on the same date as non pro-rated employees, which is generally the second paycheck after the start of school in September. Pro-rated employees will continue to receive 20 paychecks during the school year, therefore, the final paycheck will be issued on or before June 20. If, at any time during the school year, an employee is no longer pro-rated, whether it is due to their own choosing or due to circumstances beyond their control (Workers' Compensation, disability, etc.) they may not under any circumstances resume pro-rating until the beginning of the following school year.

SECTION 22.7: Persons hired on or before December 31st go to the next step the following July 1st.

SECTION 22.8: Persons hired on or after January 1st remain on Step 1 the following July 1st.

SECTION 22.9: To be eligible for step-to-step movement an employee must work and/or get paid for fifty percent (50%) of the work days during the contract and/or school year. The fifty percent (50%) rule described above will be the total aggregate of work days in the category of regular or substitute work.

ARTICLE 23

SHIFT DIFFERENTIAL

SECTION 23.1: There will be a shift differential, payable to employees, for the entire year, as follows:

- 3:00pm to 11:00pm shift – plus forty cents (\$.40) per hour
- 11:00pm to 7:00am shift – plus forty-five cents (\$.45) per hour

SECTION 23.2: Bus Drivers working after 3:00pm to be excluded from the above differential.

SECTION 23.3: Grounds personnel to receive the following plus differential per hour regardless of when they work during a daily shift other than 7:00am to 3:00pm:

Forty-five cents (\$.45)

SECTION 23.4: The Senior Custodian in any District school building exceeding 450 students will receive a thirty-five cent (\$.35) per hour rate adjustment.

ARTICLE 24

LONGEVITY INCREMENTS

SECTION 24.1: Longevity increments will be paid to all full-time and part-time employees as follows, in a separate check in the first regular paycheck issued in December.

After completion of the tenth (10th)
through fourteenth (14th) years of
service to the District.....\$345.00

After completion of the fifteenth (15th)
through nineteenth (19th) years of
service to the District.....\$485.00

After completion of the twentieth (20th)
through twenty-fourth (24th) years of
service to the District.....\$745.00

After completion of the twenty-fifth (25th)
year of service to the District.....\$835.00

SECTION 24.2: To be eligible to earn yearly longevity increments as listed above, an employee must work (active service requirement) fifty percent (50%) of the days in the contract year. If an employee does not work fifty percent (50%) of the days in the contract year, said employee shall be entitled to a pro-rated longevity increment on the following basis:

10 Month Employee:	1/10 amount for every month said employee works 50% of the days in the month.
11 Month Employee:	1/11 amount for every month said employee works 50% of the days in that month.
12 Month Employee:	1/12 amount for every month said employee works 50% of the days in that month.

SECTION 24.3: Anniversary dates of employment to be January 1 and July 1.

Those employed from 7/01 – 9/30	Considered employed July 1.
Those employed from 10/01 – 12/31	Considered employed January 1 following said December 31.
Those employed from 1/01 – 3/31	Considered employed January 1.
Those employed from 4/01 – 6/30	Considered employed July 1 following said June 30.

ARTICLE 25
INSURANCE

MEDICAL INSURANCE:

SECTION 25.1: Full time employees and regular part-time employees will receive coverage through the “Traditional Blue POS 226” health insurance plan, effective on July 1 after ratification of the Agreement. Eligibility will be determined using a six month “look back period” which will not include the months of July and August or those weeks from September through June which have two or more unpaid days. Full time employees and regular part-time employees will contribute \$500 to the premium cost for coverage in the 2016-17 school year and \$750 to the premium cost for coverage in the 2017-18 school year and thereafter. This contribution may be paid through pre-tax payroll deduction or out of the employee’s 105(h) account if adequate funds are available.

For the purpose of determining eligibility only, regular part-time employees with hire dates prior to February 1, 2015 will qualify for coverage if they average twenty-five (25) hours per week during the “look back” period. Regular part-time employees with hire dates on or after February 1, 2015 must average thirty (30) hours per week during the “look back period” to qualify for coverage.

SECTION 25.2: Part-time employees may purchase coverage through the District at their own cost.

SECTION 25.3: During the length of the contract, the District’s contribution to 105(h) plans will be as follows. These contributions will be based on scheduled hours, not hours worked.

	Full Time (Scheduled Hours)	Regular Part-Time (Scheduled Hours)
2013-14	\$2,250	\$1,250
2014-15	\$2,250	\$1,250
2015-16	\$1,000	\$250
2016-17	\$1,000	\$250
2017-18	\$1,000	\$250

District contributions for full time employees will be made in one annual lump sum. District contributions for regular part-time employees will be made in two equal payments on or about January 1 and July 1 of each year.

SECTION 25.4: If a health benefits provider discontinues any of the above forms of coverage, the District shall provide the most nearly equivalent coverage then available from the provider.

SECTION 25.5: Unless expressly prohibited by the health insurance carrier, retired employees and their spouse, if death should occur, are entitled to participate in the health insurance program outlined in Agreement. Except where provisions of this agreement specify funding of insurance premiums, costs will be wholly borne by the retired employee/spouse.

SECTION 25.6: The District may change the carrier for health insurance so long as the plan provides coverage as good as or better than the coverage in Section 25.1 above.

SECTION 25.7: Eligible full-time and regular part-time employees who decline coverage in the employer-provided health insurance as set forth in Section 25.1 will receive an annual payment of \$2,500 family or \$1,250 single during the last week in June of each year. To be eligible for this payment an employee must provide proof to the employer of the employee's coverage under an alternate health insurance plan.

Employees are not eligible for this payment if they are covered under employer-provided health insurance by way of a family member. During the first year, the "buy-back" is payable in connection with dropping the coverage through the Employer, the allowance will be pro-rated based on a school year, July 1 through the following June 30.

Due to changes in IRS regulations, should the above health insurance "buy back" ever become a financial burden to those not taking the buy back," said "buy back" shall be terminated immediately.

SECTION 25.8: In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation impact in any way the health insurance plans, costs or benefits provided for in this Agreement (including but not limited to contractual benefits such as health insurance buy-outs or stipends), raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules, or regulations which may cause the employer to be charged any penalty, or those that govern whether plan benefits meet the "minimum essential benefits" standard or a similar standard, whether employer premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied), or permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or federal regulations or rules implementing health insurance reform laws), during the term of this Agreement, either party may immediately reopen negotiations on the issues of wages and health care, upon ten (10) calendar days prior notice. The parties hereby agree that while negotiations are pending, the employer may implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes after prior notice to the Union. Such changes may include, among others, modifications for individual employees, including modification to individual or group coverage, benefits, contributions or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause employer penalty or cost associated with avoidance of penalty.

RETIREMENT HEALTH INSURANCE:

SECTION 25.9: Upon retirement employees covered under this contract will be compensated for accumulated leave days according to the following schedule:

250 days of accumulated leave – 3 ½ years of paid health insurance or a one-time payment of \$6,000.

225 days of accumulated leave – 2 ½ years of paid health insurance or a one-time payment of \$5,000.

200 days of accumulated leave – 1 ½ years of paid health insurance or a one-time payment of \$3,500.

150-199 days of accumulated leave – paid at \$17 per day cash only effective July 1, 2006.

A day shall be defined as the "average" of the number of hours worked per day during an employee's work history within the District.

SECTION 25.10: Retiring employees who are 55 years of age or older and have twenty (20) years of service to the Employer and are full-time (30 hours or more per week) at the time of retirement will have a portion of Health Insurance coverage paid for by the Employer for a maximum of five (5) years or to age 65, whichever comes first. The amount paid each year by the Employer will be determined by taking the average of the total hours worked in the three (3) years prior to retirement times \$5.00 per hour.

SECTION 25.11: Anyone qualifying under Section 25.9 accumulated leave/health coverage payments must use those payments prior to becoming eligible for use of Section 25.10.

ARTICLE 26 **RETIREMENT**

SECTION 26.1: The Employer shall provide employees with the following:

Section 75I	Tier I and II
Section A14	Tier III
Section A15	Tier IV, V and VI
Rider 41J	All Tiers

ARTICLE 27 **CONTRACT COST AND DISTRIBUTION**

SECTION 27.1: Enough copies of the contract will continue to be provided so as to furnish each employee covered under this agreement with a copy within a reasonable period of time after signing of the contract. Cost to be split evenly between the Employer and the Union. The Employer will provide all new employees a copy of the contract.

ARTICLE 28 **SUBCONTRACTING**

SECTION 28.1: If the Employer should determine to either subcontract, transfer, lease, assign or convey, in whole or in part, any work or services of the kind, nature or type covered by, presently performed or hereafter assigned to the unit, no such contract shall be entered into until the Employer has completed negotiations and reached mutual agreement regarding the impact thereof on the Bargaining Unit.

SECTION 28.2: BOCES management services offered through the CoSer process as approved by the Commissioner of Education under §1950 of the New York State Education Law are exempt from this provision.

ARTICLE 29 **ACCIDENTS AND INJURIES**

SECTION 29.1: **Compensation Hearings** - Employees called to the New York State Compensation Board for hearings based upon their own claims shall be entitled to appear before said Board upon the Employer's time, if said employee has given seventy-two (72) hours advance notice to the Employer of his/her hearing before said Board.

SECTION 29.2: Any employee called to court or conference with an attorney due to an accident with the Employer's equipment or while on the Employer's time shall be allowed to do so on the Employer's time.

ARTICLE 30
BUS DRIVERS AND BUS ATTENDANTS

SECTION 30.1: Seniority

- A. In the case of permanent Bus Drivers, seniority shall be from the date of original appointment. Seniority date shall not change due to leave of absence, although seniority shall not be accrued during such leave.
- B. In the event a Bus Driver does not return after a leave of absence has expired, said Bus Driver will be considered a new employee in the event of reemployment. When a Bus Driver changes job classification within the District, his/her run shall be posted within twenty (20) calendar days as a temporary vacancy. Such vacancy shall not extend beyond the probationary period of the new position.
- C. In the event a transferred Bus Driver does not return to his/her position as Bus Driver at the end of a probationary period stipulated for the new position, his/her run shall then be posted as a vacancy within ten (10) calendar days and be subject to bid according to seniority provisions.
- D. The following shall apply when a Bus Driver and/or Bus Attendant has bus run abolished:
1. If the abolished bus run is an AM/PM run, the Bus Driver or Bus Attendant shall have the right to bump the person with the least amount of seniority who has an AM/PM run;
 2. If the abolished bus run is a mid-day run, the Bus Driver or Bus Attendant shall have the right to bump the person with the least amount of seniority who has a mid-day run;
 3. If a Bus Driver or Bus Attendant has more than one bus run abolished, he/she has the right to bump more than one person, if necessary, so that he/she is able to retain the same number of runs as before the elimination of his/her run or runs.
 4. The least senior employee (if run is abolished or bumped) will have the ability to bump a substitute Bus Driver off of a long-term temporary run.
 5. In all cases, the bumper must have more seniority than the bumpee. In all cases, seniority shall prevail.

SECTION 30.2: Guarantees and General Conditions

- A. District Bus Drivers and Bus Attendants are employed directly and solely by the District and function on the operating terms and conditions of this District. Assignments or bids requiring employees to transport students to other educational facilities/institutions following different schedules/calendars, or different operating procedures do not circumvent/supersede this agreement or the standard operating procedures set forth by the District.
- B. Bus Drivers and Bus Attendants will be paid for AM/PM actual time (Students to school and return home) or the posted run time, whichever is greater. Posted run time for regular school year am/pm runs which are less than 2 hours will include a guaranteed 2 hour minimum time. To be paid for the 2 hour minimum time, Bus Drivers and Bus Attendants will be required to perform bus washing or other duties as assigned by the District's Transportation Supervisor for the hours needed to meet the 2 hour minimum time. Any work not guaranteed by

contract will be compensated at actual time worked. The time paid will include the New York State required 10 minute pre and 10 minute post trip procedure per run. If a contracted run is cancelled for any reason the Bus Driver must remain available on stand-by.

C. Bus Drivers and Bus Attendants who bid out-of-District routes or routes in session during breaks, holidays or other times when the Lake Shore Central School District is not providing regular transportation services, are required to report for work as assigned (refer to letter "A" of this section).

D. Bus Drivers and Bus Attendants who work on out-of-District routes and whose schools are closed on any day connected to a holiday may use a personal day to make up for lost income.

E. Bus Drivers and Bus Attendants who work on out-of-District routes that serve schools that are closed for an entire week (during a time when Lake Shore schools are open) are authorized to use two (2) personal days and an additional two (2) personal days provided that said four (4) days are separated by one unpaid day for purposes of make-up of lost income. In the event a Bus Driver has a late run and they are using a whole personal day because they have no other runs then they can consider the late run as part of the personal day and it can be covered as well.

F. Bus Drivers and Bus Attendants shall be compensated for Emergency Days in the following manner:

1. Bus Drivers and Bus Attendants who show up for work prior to closing the school but do not go out on their respective run shall be paid for the emergency day at their hourly rate times the number of hours they are scheduled during that contract year.
2. Bus Drivers and Bus Attendants who go out on their respective run prior to the closing of school for an emergency day shall be paid for the emergency day at their hourly rate times the number of hours they are scheduled for during that contract year. In addition, they will be paid for the actual hours worked at their normal hourly rate.
3. Bus Drivers and Bus Attendants who do not report for work will be paid for the emergency day at their hourly rate times the number of hours they are scheduled during that contract year.

G. For consolidation/reduction of the late sport bus runs it is understood that the most senior assigned Bus Drivers must do their assigned routes unless applicable benefit time is utilized. Remaining Bus Drivers in seniority order will be reduced in the event of a reduction/consolidation of late sport bus runs.

H. Double up runs; employees cannot be forced to take an extra run if they refuse.

I. Bus Drivers shall be guaranteed pay at their hourly rate for purposes of drug testing. The actual hours paid for drug testing shall include any travel to and from a testing facility, waiting time, as well as time spent during the actual testing. Every attempt will be made to conduct testing "in-house".

J. Bus Drivers and Bus Attendants who have a portion of their scheduled run cancelled due to the illness of a special needs student(s) assigned to the run shall have the loss of hours guaranteed in the form of alternate available work (stand by) for the day of the student(s) illness.

K. Bus Drivers and Bus Attendants must meet the New York State Education Department requirement to attend a minimum of two annual safety meetings. Bus Drivers and Bus Attendants are required to attend these meetings as specified and scheduled by the District. The District will conduct one meeting "in house" during the last full week of August. Notification of the date and time of this meeting in August will be posted by July 1st. Bus Drivers and Bus Attendants will be paid for attendance at this meeting. The second meeting will be scheduled during the month of January or February at a location designated by the District. If this meeting occurs at an alternate site, Bus Drivers and Bus Attendants will be provided group bus transportation. Each participant will be paid from the time the bus departs to the time it returns. Participants opting to provide their own transportation will be compensated for their time spent in attendance at the meeting only. No additional compensation will be provided.

Bus Drivers and Bus Attendants precluded from attending a District scheduled safety meeting due to an emergency (illness, long term medical condition) shall deliver documentation to their immediate supervisor. The specifics of the emergency, illness or medical condition will be reviewed and "make up" training, will be completed within fifteen (15) work days.

L. Employees required to complete the 30 hour school Bus Driver basic course, or the Bus Attendant 10 hour training course, will be compensated for the noted hours of training upon appointment as a permanent employee. Compensation will be at their applicable rate of pay.

M. No bids will be awarded during the month of June. Bidding for school year scheduled bus routes will be completed in August, at a date to be identified by the District.

N. It is agreed that all routes posted are time tested and have been audited for accuracy and will not be re-bid unless changes occur to a route that alters it by thirty (30) minutes or more time in which the route can reasonably be completed, or as the parties otherwise agree. In such a case, the affected route shall be re-bid as soon as practicable. All subsequent vacancies resulting from the re-bid and from subsequent re-bids shall likewise be re-bid, until all affected routes have been filled.

SECTION 30.3: Field Trip Assignments

A. Any Bus Driver or Bus Attendant with permanent status on at least one regular route is eligible to bid on field trips. This includes athletic or instructional field trip requests.

B. All scheduled field trips will be confirmed and prepared in a trip board format and placed in each Bus Driver/Bus Attendant mailbox by 1:00 p.m. on Thursday. Those wishing to bid on a field trip must complete the District provided form with trips in numerical order by preference. Completed forms must be received by the Transportation Office by 9:00 a.m. the next day, Friday. Trip requests will be processed based on seniority and trip preference using a rotating (wheel) format. A completed trip board indicating award of bids will be posted by 3:00 p.m. Friday.

C. Bus Drivers who bid on a trip that is cancelled by the District will be offered the next available trip. Bus Drivers who lose their trip due to cancellation may not bump any Bus Driver to obtain replacement work.

D. Bus Drivers who bid a trip that is "postponed" will have right of first refusal to keep the trip when rescheduled. If not, they must give up the trip with no rights to any replacement work. A Bus Driver that gives up the rescheduled trip is not entitled to replacement work.

E. Bus Drivers relinquishing an assigned trip shall not be eligible to bid on a trip the next schedule week of field trip bidding. The only exception to this rule is limited to: Bus Driver absence due to illness, family illness or bereavement.

F. If an extra trip is cancelled late, the Bus Driver will be guaranteed their normal run time.

G. Bus Drivers will be guaranteed a minimum of four (4) hours for drop and return trips for out-of-District runs only.

SECTION 30.4: Fingerprinting – The Employer agrees to pay the full cost of fingerprinting as may be required by law, for new employees after said new employee has completed one (1) year of service for the Employer.

SECTION 30.5: Safety Equipment – Each bus shall be equipped with one (1) flashlight and a three pack of hand-worn student safety crossers. Bus Drivers are required to wear the student safety crossers while en route. Bus Drivers and Bus Attendants will also be provided with reflective safety vests, which will be worn while on school grounds. Bus Drivers may at their own discretion remove the vest while they are driving the bus. Bus Attendants will wear the vests when the bus is in operation.

SECTION 30.6: Summer Work – It is understood that summer work will be covered under the agreement effective 7-1-01 for purposes of seniority accruing benefits and the usage of paid leave time.

SECTION 30.7: Physicals – The employer will pay up to one (1) hour of pay for any required physicals.

SECTION 30.8: Recreational Runs (Summer/Winter – Skiing):

Recreational Runs (Summer/Winter-Skiing) shall be paid at the rate of \$14.50 per hour.

Any Recreational Runs (Summer/Winter-Skiing) trip is as follows:

- A. A trip bid sheet is posted for signing on Monday at 9 AM for the following week trip(s).
- B. Interested Bus Drivers may sign until Wednesday at 3 PM at which time the top seniority Bus Drivers will be circled and awarded the trip.
- C. The remaining interested Bus Drivers each week that sign but are not awarded the trip(s) will be the subs and will be called by seniority by Bus Drivers if needed.
- D. The process starts new every Monday morning on a week that there will be a Recreational Run.
- E. In the event bids are awarded on a Wednesday and subsequently if a Recreation Run is then cancelled that bid is considered null and void and a new bid is then posted on the next Monday.

ARTICLE 31

MECHANICS AND GROUNDS PERSONNEL

SECTION 31.1: Tool Allowance – The Employer will pay the mechanics \$250.00 per year.

SECTION 31.2: Tool Insurance – Fire and theft coverage for mechanics' tools with a \$200 deductible will be provided by the Employer.

SECTION 31.3: Wash-up Time – Mechanics in the bus garage will be allowed fifteen (15) minutes wash-up time at the end of each shift.

SECTION 31.4: Winter Clothing/Rain Gear/Coveralls – Winter clothing, rain gear and coveralls will be provided to employee as noted:

Transportation Mechanics and Building Custodians: Winter work jackets ordered by the Supervisor not to exceed \$75.00 each. Purchase will occur after two (2) years of use.

Transportation Mechanics, Maintenance Mechanics & Grounds Personnel: Will receive ponchos (2 each) and coveralls (2 each) one time annually. Items to be ordered through their Supervisor.

ARTICLE 32

CLERICAL

SECTION 32.1: Lunch Hour – All clerical personnel working six (6) hours or more per day will receive a one-half (1/2) hour paid lunch period, thereby being in the service of the Employer for all hours worked each day, including their lunch period. Lunch away from the building will require the employee to inform the immediate supervisor of the time and location of such lunch.

SECTION 32.2: Four (4) clerical personnel shall be sent each year to BOCES courses (note: to include those courses offered by the National Association of Educational Office Personnel) and paid a \$225.00 one-time stipend upon receipt of one of the following Professional Standards Program Certificates: Basic; Advanced; Associate Professional; Professional or those offered by the National Association of Educational Office Personnel.

ARTICLE 33

NURSES

SECTION 33.1: The Director of Health Services shall receive a stipend for related work on an annual basis: Stipend – \$5,000.00

This stipend shall be paid each year in addition to the employee's contractual hourly rate of pay.

SECTION 33.2: The Employer agrees to pay nurses in full the CPR/AED Re-certification Fee and three (3) hours pay every two (2) years upon submission of proof of re-certification in CPR/AED.

SECTION 33.3: Nurses will be given the opportunity to work up to five (5) full "Prep Days" each year during the month of August prior to the start of the school year. All other additional work shall be subject to approval of the Assistant Superintendent.

ARTICLE 34

CLASSROOM AIDES AND PERSONAL CARE AIDES

SECTION 34.1: Classroom Aides and Personal Care Aides may be required to work up to four (4) "in-service-days" (i.e.: conference days, rating days and/or one-half (1/2) day early dismissal) per school year. The above noted days will be identified at the beginning of each school year (no later than September 1st). All other additional work shall be subject to approval by the Superintendent or designee.

SECTION 34.2: Personal Care Aides who may lose a work opportunity as a result of an illness to their assigned student shall be guaranteed one (1) day of pay for the day of the student illness. Further, said Personal Care Aides will be given the opportunity to work in the capacity of a substitute at the regular rate of pay

assigned to the listed position in the collective bargaining agreement. Said work of this type either during a student's illness or extra work as it becomes available is subject to approval of the School Principal.

SECTION 34.3: For the 2016-17 school year, the bidding meeting will be held in the summer of 2016 and all assignments for the number of Personal Care Aides (PCAs) needed in each building will be open and posted. Once the bidding process to a building is complete, PCAs will be assigned a student by a committee that will include the Director of Special Programs, the building principal, and either an occupational therapist, a physical therapist or a speech therapist. In the unusual circumstance that the committee cannot come to agreement, the Director of Special Programs will make the assignment to a student. PCAs will be guaranteed work in the assigned building when a student is temporarily absent (less than 45 days) and will be re-assigned in that building.

If there is a need to reduce a PCA assignment at a building during a school year, the least senior PCA in that building would be eligible to bid on an open assignment, if one were available. If there is not an open assignment available, the displaced PCA would bump the least senior PCA in the District.

Beginning with the 2017-18 school year (in the summer of 2017) and each summer thereafter, only vacant PCA positions will be posted. Procedures for re-assignment when reductions occur will continue as outlined in this section.

ARTICLE 35
PHYSICAL THERAPISTS, PHYSICAL THERAPIST ASSISTANTS,
SOCIAL WORKERS/CASEWORKERS,
OCCUPATIONAL THERAPISTS/CERTIFIED OCCUPATIONAL THERAPY ASSISTANTS

SECTION 35.1: Physical Therapists, Physical Therapist Assistants, School Social Worker, Caseworkers and Certified Occupational Therapy Assistants shall be paid according to the salary schedules contained in this contract.

The employees working in the above job titles are understood to be salaried who may work up to forty (40) hours per week.

SECTION 35.2: Employees hired on or after February 25, 1998 in the job titles listed in Section 36.1 above shall be considered hourly employees and shall be paid the hourly rate of pay according to the hourly rate schedules contained in this contract.

SECTION 35.3: Master Degree – Physical Therapists, School Social Workers, Caseworkers and Occupational Therapists who have obtained a master's degree shall be paid a yearly stipend of \$400.

SECTION 35.4: Mileage – Mileage shall be paid at the Internal Revenue Service reimbursement rate as approved by Board of Education.

SECTION 35.5: Salaried employees in the job titles listed in Section 35.1 above who work during the summer shall have their wages calculated on a pro-rata rate based from their yearly salary. (i.e.: \$20,000 yearly salary for 10 months of employment equals \$2,000 per month during summer). Hourly employees listed in the job titles in Section 35.2 above shall be paid the hourly rate indicated in Section 35.2 above for hours worked during the summer.

SECTION 35.6: **Visitation Day** – Physical Therapists, Physical Therapist Assistants, School Social Workers, Caseworkers, Occupational Therapists and Certified Occupational Therapy Assistants will be allowed one (1) visitation day per year with the approval of the Superintendent or his/her designee.

SECTION 35.7: Job titles within this article shall receive one (1) planning period each day of the week. The length and scheduling of said planning period will be equivalent to other professional staff within building assigned.

Job titles within this article will have a summer pay schedule similar to the instructional staff option.

ARTICLE 36
ANNUAL EVALUATION OF EMPLOYEES

SECTION 36.1: All employees will be evaluated on an annual basis by their immediate supervisor, using an evaluation instrument. Employees will have the right to provide a written response within 15 work days of their receipt of the evaluation. The Superintendent will consider input from the Union regarding the evaluation instrument.

ARTICLE 37
DURATION AND TERMINATION


SECTION 37.1: This agreement shall be effective as of the first day of July 2013 and shall continue in full force and in effect until the 30th day of June 2018.

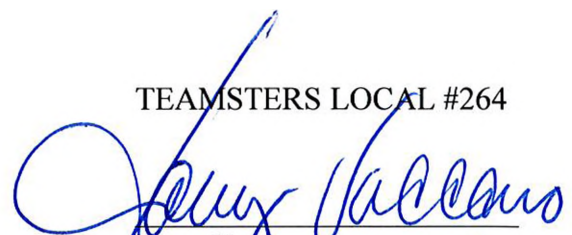
SECTION 37.2: If either party desires to terminate or modify this agreement it shall, one hundred and eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO EXECUTED THIS AGREEMENT AS OF THE 10TH DAY OF NOVEMBER, 2015.

LAKE SHORE CENTRAL SCHOOL DISTRICT

TEAMSTERS LOCAL #264


James E. Przepasniak
Superintendent of Schools


Tony Vaccaro
Business Agent 11/10/15

APPENDIX A

**HOURLY RATES OF PAY
FOR THE CONTRACT PERIOD JULY 1, 2013 THROUGH JANUARY 31, 2015**

SPECIALIZED PERSONNEL

Registered Professional Nurse
Mail Person
Licensed Practical Nurse

HIRED PRIOR TO APRIL 12, 2011:				
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$23.11	\$25.36	\$29.11	\$29.11	\$29.11
\$16.75	\$18.50	\$22.88	\$22.88	\$22.88
\$21.87	\$24.17	\$27.95	\$27.95	\$27.95

HIRED AFTER APRIL 12, 2011:				
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$23.06	\$24.21	\$25.36	\$27.24	\$29.11
\$16.75	\$17.63	\$18.50	\$20.69	\$22.88
\$21.87	\$23.02	\$24.17	\$26.06	\$27.95

OPERATION OF PLANT

Head Custodian
Senior Building Custodian
Custodian
Laborer
Maintenance
Grounds Personnel
Stores Clerk

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$19.33	\$21.95	\$26.74	\$26.74	\$26.74
\$18.08	\$20.70	\$25.45	\$25.45	\$25.45
\$17.32	\$19.54	\$23.94	\$23.94	\$23.94
\$16.95	\$18.69	\$23.12	\$23.12	\$23.12
\$20.12	\$23.50	\$27.43	\$27.43	\$27.43
\$17.32	\$19.73	\$24.15	\$24.15	\$24.15
\$19.56	\$22.88	\$26.83	\$26.83	\$26.83

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$19.33	\$20.64	\$21.95	\$24.35	\$26.74
\$18.08	\$19.39	\$20.70	\$23.08	\$25.45
\$17.32	\$18.43	\$19.54	\$21.74	\$23.94
\$16.95	\$17.82	\$18.69	\$20.91	\$23.12
\$20.12	\$21.81	\$23.50	\$25.47	\$27.43
\$17.32	\$18.53	\$19.73	\$21.94	\$24.15
\$19.56	\$21.22	\$22.88	\$24.86	\$26.83

Shift Differentials: 3-11 shift + \$.40; 11-7 shift + \$.45

Grounds Personnel (other than 7-3 shift) + \$.45

Senior Custodian w/ bldg enrollment over 450 + \$.35

Maintenance of Grounds Machinery + \$.30

Head Maintenance Person: Should receive a maximum of \$1.00 per hour more than their regular hourly rate as a Maintenance Person.

Central Store Clerk: The District agrees to pay the Central Store Clerk a stipend of \$1,500 per year.

TRANSPORTATION

Bus Drivers
Bus Mechanic –Master
Bus Mechanic – Regular
Bus Attendant
Transportation Clerk

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$19.85	\$21.38	\$24.95	\$24.95	\$24.95
\$20.32	\$22.82	\$27.15	\$27.15	\$27.15
\$18.69	\$21.23	\$25.17	\$25.17	\$25.17
\$14.26	\$16.23	\$19.48	\$19.48	\$19.48
\$18.31	\$21.99	\$26.39	\$26.39	\$26.39

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$19.85	\$20.62	\$21.38	\$23.17	\$24.95
\$20.32	\$21.57	\$22.82	\$24.99	\$27.15
\$18.69	\$19.96	\$21.23	\$23.20	\$25.17
\$14.26	\$15.25	\$16.23	\$17.86	\$19.48
\$18.31	\$20.15	\$21.99	\$24.19	\$26.39

Shift Differentials for Mechanics: 3-11 shift +\$.40; 11-7 shift +\$.45

Garage Foreman/Head Mechanic: Should receive a maximum of \$1.00 per hour more than their regular hourly rate as a Bus Mechanic - Master.

CLERICAL

Senior Account Clerk
Account Clerk Typist
Sr. Clerk Steno (grandfathered emp.)
Senior Clerk Typist
Clerk Typist/Switchboard Operator
Payroll Clerk

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$18.60	\$22.30	\$27.19	\$27.19	\$27.19
\$17.89	\$21.62	\$26.00	\$26.00	\$26.00
N/A	N/A	N/A	N/A	\$25.51
\$16.94	\$20.16	\$24.99	\$24.99	\$24.99
\$16.17	\$19.85	\$24.20	\$24.20	\$24.20
\$18.31	\$21.99	\$26.61	\$26.61	\$26.61

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$18.60	\$20.45	\$22.30	\$24.75	\$27.19
\$17.89	\$19.76	\$21.62	\$23.81	\$26.00
N/A	N/A	N/A	N/A	N/A
\$16.94	\$18.78	\$20.61	\$22.80	\$24.99
\$16.17	\$18.01	\$19.85	\$22.03	\$24.20
\$18.31	\$20.15	\$21.99	\$24.30	\$26.61

OTHER PERSONNEL

Monitor
Classroom Aide
Personal Care Aide

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$14.26	\$16.23	\$19.48	\$19.48	\$19.48
\$0.00	\$17.29	\$20.05	\$20.05	\$20.05
\$0.00	\$17.29	\$20.05	\$20.05	\$20.05

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$14.26	\$15.25	\$16.23	\$17.86	\$19.48
\$15.37	\$16.33	\$17.29	\$18.67	\$20.05
\$15.37	\$16.33	\$17.29	\$18.67	\$20.05

SALARIED

Physical Therapists
Physical Therapists Assistant
Social Workers
Certified Occupational Therapist Assistant
Technical Support Specialist
Lead Technical Support Specialist

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$67,044.68	\$67,044.68	\$67,044.68	\$67,044.68	\$67,044.68
43,533.46	43,533.46	43,533.46	43,533.46	43,533.46
51,780.78	51,780.78	51,780.78	51,780.78	51,780.78
39,192.57	39,192.57	39,192.57	39,192.57	39,192.57
49,868.67	49,868.67	49,868.67	49,868.67	49,868.67
58,527.06	58,527.06	58,527.06	58,527.06	58,527.06

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$60,150.19	\$61,804.32	\$63,503.94	\$65,250.30	\$67,044.68
39,056.72	40,130.78	41,234.38	42,368.33	43,533.46
46,455.94	47,733.48	49,046.15	50,394.92	51,780.78
35,162.23	36,129.19	37,122.74	38,143.62	39,192.57
44,740.47	45,970.83	47,235.03	48,533.99	49,868.67
48,921.84	50,153.76	51,724.45	53,125.76	54,527.06

CLERICAL

Physical Therapist
Physical Therapist Assistant
Social Worker
Occupational Therapist
Certified Occupational Therapist Asst.
Home School Liaison

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$40.15	\$40.15	\$40.15	\$40.15	\$40.15
\$26.18	\$26.18	\$26.18	\$26.18	\$26.18
\$30.71	\$30.71	\$30.71	\$30.71	\$30.71
\$40.15	\$40.15	\$40.15	\$40.15	\$40.15
\$23.55	\$23.55	\$23.55	\$23.55	\$23.55
\$30.71	\$30.71	\$30.71	\$30.71	\$30.71

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$36.02	\$37.01	\$38.03	\$39.08	\$40.15
\$23.49	\$24.14	\$24.80	\$25.48	\$26.18
\$27.55	\$28.31	\$29.09	\$29.89	\$30.71
\$36.02	\$37.01	\$38.03	\$39.08	\$40.15
\$21.13	\$21.71	\$22.31	\$22.92	\$23.55
\$27.55	\$28.31	\$29.09	\$29.89	\$30.71

APPENDIX B
HOURLY RATES OF PAY
FOR THE CONTRACT PERIOD FEBRUARY 1, 2015 THROUGH JUNE 30, 2015

SPECIALIZED PERSONNEL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Registered Professional Nurse	\$23.44	\$24.60	\$25.77	\$27.68	\$29.58
Mail Person	\$17.02	\$17.92	\$18.80	\$21.03	\$23.25
Licensed Practical Nurse	\$22.23	\$23.40	\$24.56	\$26.48	\$28.41

OPERATION OF PLANT

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Head Custodian	\$19.65	\$20.98	\$22.31	\$24.75	\$27.18
Senior Building Custodian	\$18.37	\$19.71	\$21.04	\$23.46	\$25.86
Custodian	\$17.60	\$18.73	\$19.86	\$22.09	\$24.33
Laborer	\$17.23	\$18.11	\$18.99	\$21.25	\$23.50
Maintenance	\$20.45	\$22.17	\$23.88	\$25.89	\$27.88
Grounds Personnel	\$17.60	\$18.83	\$20.05	\$22.30	\$24.54
Stores Clerk	\$19.88	\$21.57	\$23.25	\$25.27	\$27.27

Shift Differentials: 3-11 shift + \$.40; 11-7 shift + \$.45

Grounds Personnel (other than 7-3 shift) + \$.45

Senior Custodian w/ bldg enrollment over 450 + \$.35

Maintenance of Grounds Machinery + \$.30

Head Maintenance Person: Should receive a maximum of \$1.00 per hour more than their regular hourly rate as a Maintenance Person.

Central Store Clerk: The District agrees to pay the Central Store Clerk a stipend of \$1,500 per year.

TRANSPORTATION

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Bus Drivers	\$20.17	\$20.96	\$21.73	\$23.55	\$25.36
Bus Mechanic - Master	\$20.65	\$21.92	\$23.19	\$25.40	\$27.59
Bus Mechanic - Regular	\$18.99	\$20.29	\$21.58	\$23.58	\$25.58
Bus Attendant	\$14.49	\$15.50	\$16.49	\$18.15	\$19.80
Transportation Clerk	\$18.61	\$20.48	\$22.35	\$24.58	\$26.82

Shift Differentials for Mechanics: 3-11 shift +\$.40; 11-7 shift +\$.45

Garage Foreman/Head Mechanic: Should receive a maximum of \$1.00 per hour more than their regular hourly rate as a Bus Mechanic - Master.

CLERICAL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Senior Account Clerk	\$18.90	\$20.78	\$22.66	\$25.15	\$27.63
Account Clerk Typist	\$18.18	\$20.08	\$21.97	\$24.20	\$26.42
Sr. Clerk Steno (grandfathered employees)	N/A	N/A	N/A	N/A	\$25.93
Senior Clerk Typist	\$17.22	\$19.09	\$20.95	\$23.17	\$25.40
Clerk Typist/Switchboard Operator	\$16.43	\$18.30	\$20.17	\$22.39	\$24.59
Payroll Clerk	\$18.61	\$20.48	\$22.35	\$24.70	\$27.04

OTHER PERSONNEL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Monitor	\$14.49	\$15.50	\$16.49	\$18.15	\$19.80
Classroom Aide	\$15.62	\$16.60	\$17.57	\$18.97	\$20.38
Personal Care Aide	\$15.62	\$16.60	\$17.57	\$18.97	\$20.38

SALARIED

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Physical Therapist	\$61,130.64	\$62,811.73	\$64,539.05	\$66,313.88	\$68,137.51
Physical Therapist Assistant	\$39,693.34	\$40,784.91	\$41,906.50	\$43,058.93	\$44,243.06
Social Workers	\$47,213.17	\$48,511.54	\$49,845.60	\$51,216.36	\$52,624.81
Certified Occupational Therapist Assistant	\$35,735.37	\$36,718.10	\$37,727.84	\$38,765.36	\$39,831.41

HOURLY

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Physical Therapist	\$36.61	\$37.61	\$38.65	\$39.72	\$40.80
Physical Therapist Assistant	\$23.87	\$24.53	\$25.20	\$25.90	\$26.61
Social Worker	\$28.00	\$28.77	\$29.56	\$30.38	\$31.21
Occupational Therapist	\$36.61	\$37.61	\$38.65	\$39.72	\$40.80
Certified Occupational Therapist Assistant	\$21.47	\$22.06	\$22.67	\$23.29	\$23.93
Technical Support Specialist	\$21.78	\$22.38	\$22.99	\$23.62	\$24.27
Lead Technical Support Specialist	\$23.81	\$24.41	\$26.15	\$27.32	\$28.49
Home School Liaison	\$28.00	\$28.77	\$29.56	\$30.38	\$31.21

APPENDIX C
HOURLY RATES OF PAY
FOR THE CONTRACT YEAR JULY 1, 2015 THROUGH JUNE 30, 2016

SPECIALIZED PERSONNEL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Registered Professional Nurse	\$23.83	\$25.01	\$26.20	\$28.14	\$30.07
Mail Person	\$17.30	\$18.22	\$19.11	\$21.38	\$23.63
Licensed Practical Nurse	\$22.60	\$23.79	\$24.97	\$26.92	\$28.88

OPERATION OF PLANT

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Head Custodian	\$19.97	\$21.33	\$22.68	\$25.16	\$27.63
Senior Building Custodian	\$18.67	\$20.04	\$21.39	\$23.85	\$26.29
Custodian	\$17.89	\$19.04	\$20.19	\$22.45	\$24.73
Laborer	\$17.51	\$18.41	\$19.30	\$21.60	\$23.89
Maintenance	\$20.79	\$22.54	\$24.27	\$26.32	\$28.34
Grounds Personnel	\$17.89	\$19.14	\$20.38	\$22.67	\$24.94
Stores Clerk	\$20.21	\$21.93	\$23.63	\$25.69	\$27.72

Shift Differentials: 3-11 shift + \$.40; 11-7 shift + \$.45

Grounds Personnel (other than 7-3 shift) + \$.45

Senior Custodian w/ bldg enrollment over 450 + \$.35

Maintenance of Grounds Machinery + \$.30

Head Maintenance Person: Should receive a maximum of \$1.00 per hour more than their regular hourly rate as a Maintenance Person.

Central Store Clerk: The District agrees to pay the Central Store Clerk a stipend of \$1,500 per year.

TRANSPORTATION

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Bus Drivers	\$20.50	\$21.31	\$22.09	\$23.94	\$25.78
Bus Mechanic - Master	\$20.99	\$22.28	\$23.57	\$25.82	\$28.05
Bus Mechanic - Regular	\$19.30	\$20.62	\$21.94	\$23.97	\$26.00
Bus Attendant	\$14.73	\$15.76	\$16.76	\$18.45	\$20.13
Transportation Clerk	\$18.92	\$20.82	\$22.72	\$24.99	\$27.26

Shift Differentials for Mechanics: 3-11 shift +\$.40; 11-7 shift +\$.45

Garage Foreman/Head Mechanic: Should receive a maximum of \$1.00 per hour more than their regular hourly rate as a Bus Mechanic - Master.

CLERICAL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Senior Account Clerk	\$19.21	\$21.12	\$23.03	\$25.56	\$28.09
Account Clerk Typist	\$18.48	\$20.41	\$22.33	\$24.60	\$26.86
Sr. Clerk Steno. (grandfathered employees)	N/A	N/A	N/A	N/A	\$26.36
Senior Clerk Typist	\$17.50	\$19.40	\$21.30	\$23.55	\$25.82
Clerk Typist/Switchboard Operator	\$16.70	\$18.60	\$20.50	\$22.76	\$25.00
Payroll Clerk	\$18.92	\$20.82	\$22.72	\$25.11	\$27.49

OTHER PERSONNEL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Monitor	\$14.73	\$15.76	\$16.76	\$18.45	\$20.13
Classroom Aide	\$15.88	\$16.87	\$17.86	\$19.28	\$20.72
Personal Care Aide	\$15.88	\$16.87	\$17.86	\$19.28	\$20.72

SALARIED

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Physical Therapists	\$62,139.30	\$63,848.12	\$65,603.94	\$67,408.06	\$69,261.78
Physical Therapists Assistant	\$40,348.28	\$41,457.86	\$42,597.96	\$43,769.40	\$44,973.07
Social Workers	\$47,992.19	\$49,311.98	\$50,668.05	\$52,061.43	\$53,493.12
Certified Occupational Therapist Assistant	\$36,325.00	\$37,323.95	\$38,350.35	\$39,404.99	\$40,488.63

HOURLY

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Physical Therapist	\$37.21	\$38.23	\$39.29	\$40.38	\$41.47
Physical Therapists Assistant	\$24.26	\$24.93	\$25.62	\$26.33	\$27.05
Social Worker	\$28.46	\$29.24	\$30.05	\$30.88	\$31.72
Occupational Therapist	\$37.21	\$38.23	\$39.29	\$40.38	\$41.47
Certified Occupational Therapist Assistant	\$21.82	\$22.42	\$23.04	\$23.67	\$24.32
Technical Support Specialist	\$22.14	\$22.75	\$23.37	\$24.01	\$24.67
Lead Technical Support Specialist	\$24.20	\$24.81	\$25.43	\$26.07	\$26.72
Home School Liaison	\$28.46	\$29.24	\$30.05	\$30.88	\$31.72

APPENDIX D
HOURLY RATES OF PAY
FOR THE CONTRACT YEAR JULY 1, 2016 THROUGH JUNE 30, 2017

SPECIALIZED PERSONNEL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Registered Professional Nurse	\$24.26	\$25.46	\$26.67	\$28.65	\$30.61
Mail Person	\$17.61	\$18.55	\$19.45	\$21.76	\$24.06
Licensed Practical Nurse	\$23.01	\$24.22	\$25.42	\$27.40	\$29.40

OPERATION OF PLANT

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Head Custodian	\$20.33	\$21.71	\$23.09	\$25.61	\$28.13
Senior Building Custodian	\$19.01	\$20.40	\$21.78	\$24.28	\$26.76
Custodian	\$18.21	\$19.38	\$20.55	\$22.85	\$25.18
Laborer	\$17.83	\$18.74	\$19.65	\$21.99	\$24.32
Maintenance	\$21.16	\$22.95	\$24.71	\$26.79	\$28.85
Grounds Personnel	\$18.21	\$19.48	\$20.75	\$23.08	\$25.39
Stores Clerk	\$20.57	\$22.32	\$24.06	\$26.15	\$28.22

Shift Differentials: 3-11 shift + \$.40; 11-7 shift + \$.45

Grounds Personnel (other than 7-3 shift) + \$.45

Senior Custodian w/ bldg enrollment over 450 + \$.35

Maintenance of Grounds Machinery + \$.30

Head Maintenance Person: Should receive a maximum of \$1.00 per hour more than their regular hourly rate as a Maintenance Person.

Central Store Clerk: The District agrees to pay the Central Store Clerk a stipend of \$1,500 per year.

TRANSPORTATION

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Bus Drivers	\$20.87	\$21.69	\$22.49	\$24.37	\$26.24
Bus Mechanic - Master	\$21.37	\$22.68	\$23.99	\$26.28	\$28.55
Bus Mechanic - Regular	\$19.65	\$20.99	\$22.33	\$24.40	\$26.47
Bus Attendant	\$15.00	\$16.04	\$17.06	\$18.78	\$20.49
Transportation Clerk	\$19.26	\$21.19	\$23.13	\$25.44	\$27.75

Shift Differentials for Mechanics: 3-11 shift +\$.40; 11-7 shift +\$.45

Garage Foreman/Head Mechanic: Should receive a maximum of \$1.00 per hour more than their regular hourly rate as a Bus Mechanic - Master.

CLERICAL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Senior Account Clerk	\$19.56	\$21.50	\$23.44	\$26.02	\$28.60
Account Clerk Typist	\$18.81	\$20.78	\$22.73	\$25.04	\$27.34
Sr. Clerk Steno. (grandfathered employees)	N/A	N/A	N/A	N/A	\$26.83
Senior Clerk Typist	\$17.82	\$19.75	\$21.68	\$23.97	\$26.28
Clerk Typist/Switchboard Operator	\$17.00	\$18.93	\$20.87	\$23.17	\$25.45
Payroll Clerk	\$19.26	\$21.19	\$23.13	\$25.56	\$27.98

OTHER PERSONNEL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Monitor	\$15.00	\$16.04	\$17.06	\$18.78	\$20.49
Classroom Aide	\$16.17	\$17.17	\$18.18	\$19.63	\$21.09
Personal Care Aide	\$16.17	\$17.17	\$18.18	\$19.63	\$21.09

SALARIED

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Physical Therapists	\$63,257.81	\$64,997.39	\$66,784.81	\$68,621.41	\$70,508.49
Physical Therapists Assistant	\$41,074.55	\$42,204.10	\$43,364.72	\$44,557.25	\$45,782.59
Social Workers	\$48,856.05	\$50,199.60	\$51,580.07	\$52,998.54	\$54,456.00
Certified Occupational Therapist Assistant	\$36,978.85	\$37,995.78	\$39,040.66	\$40,114.28	\$41,217.43

HOURLY

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Physical Therapist	\$37.88	\$38.92	\$40.00	\$41.11	\$42.22
Physical Therapists Assistant	\$24.70	\$25.38	\$26.08	\$26.80	\$27.54
Social Worker	\$28.97	\$29.77	\$30.59	\$31.44	\$32.29
Occupational Therapist	\$37.88	\$38.92	\$40.00	\$41.11	\$42.22
Certified Occupational Therapist Assistant	\$22.21	\$22.82	\$23.45	\$24.10	\$24.76
Technical Support Specialist	\$22.54	\$23.16	\$23.79	\$24.44	\$25.11
Lead Technical Support Specialist	\$24.64	\$25.26	\$27.06	\$28.27	\$29.48
Home School Liaison	\$28.97	\$29.77	\$30.59	\$31.44	\$32.29

APPENDIX E
HOURLY RATES OF PAY
FOR THE CONTRACT YEAR JULY 1, 2017 THROUGH JUNE 30, 2018

SPECIALIZED PERSONNEL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Registered Professional Nurse	\$24.75	\$25.97	\$27.21	\$29.23	\$31.23
Mail Person	\$17.96	\$18.92	\$19.84	\$22.20	\$24.54
Licensed Practical Nurse	\$23.47	\$24.71	\$25.93	\$27.95	\$29.99

OPERATION OF PLANT

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Head Custodian	\$20.74	\$22.15	\$23.55	\$26.12	\$28.70
Senior Building Custodian	\$19.39	\$20.81	\$22.22	\$24.77	\$27.30
Custodian	\$18.58	\$19.77	\$20.96	\$23.31	\$25.69
Laborer	\$18.19	\$19.12	\$20.04	\$22.43	\$24.81
Maintenance	\$21.59	\$23.41	\$25.21	\$27.33	\$29.43
Grounds Personnel	\$18.58	\$19.87	\$21.17	\$23.54	\$25.90
Stores Clerk	\$20.98	\$22.77	\$24.54	\$26.68	\$28.79

Shift Differentials: 3-11 shift + \$.40; 11-7 shift + \$.45

Grounds Personnel (other than 7-3 shift) + \$.45

Senior Custodian w/ bldg enrollment over 450 + \$.35

Maintenance of Grounds Machinery + \$.30

Head Maintenance Person: Should receive a maximum of \$1.00 per hour more than their regular hourly rate as a Maintenance Person.

Central Store Clerk: The District agrees to pay the Central Store Clerk a stipend of \$1,500 per year.

TRANSPORTATION

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Bus Drivers	\$21.29	\$22.13	\$22.94	\$24.86	\$26.77
Bus Mechanic - Master	\$21.80	\$23.14	\$24.47	\$26.81	\$29.12
Bus Mechanic - Regular	\$20.04	\$21.41	\$22.78	\$24.89	\$27.00
Bus Attendant	\$15.30	\$16.36	\$17.40	\$19.16	\$20.90
Transportation Clerk	\$19.65	\$21.62	\$23.59	\$25.95	\$28.31

Shift Differentials for Mechanics: 3-11 shift + \$.40; 11-7 shift + \$.45

Garage Foreman/Head Mechanic: Should receive a maximum of \$1.00 per hour more than their regular hourly rate as a Bus Mechanic - Master.

CLERICAL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Senior Account Clerk	\$19.95	\$21.93	\$23.91	\$26.54	\$29.17
Account Clerk Typist	\$19.19	\$21.20	\$23.19	\$25.54	\$27.89
Sr. Clerk Steno. (grandfathered employees)	N/A	N/A	N/A	N/A	\$27.37
Senior Clerk Typist	\$18.18	\$20.15	\$22.12	\$24.45	\$26.81
Clerk Typist/Switchboard Operator	\$17.34	\$19.31	\$21.29	\$23.64	\$25.96
Payroll Clerk	\$19.65	\$21.62	\$23.59	\$26.07	\$28.54

OTHER PERSONNEL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Monitor	\$15.30	\$16.36	\$17.40	\$19.16	\$20.90
Classroom Aide	\$16.50	\$17.52	\$18.55	\$20.02	\$21.51
Personal Care Aide	\$16.50	\$17.52	\$18.55	\$20.02	\$21.51

SALARIED

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Physical Therapists	\$64,529.29	\$66,303.84	\$68,127.18	\$70,000.70	\$71,925.71
Physical Therapists Assistant	\$41,900.15	\$43,052.40	\$44,236.35	\$45,452.85	\$46,702.82
Social Workers	\$49,838.06	\$51,208.61	\$52,616.83	\$54,063.81	\$55,550.57
Certified Occupational Therapist Assistant	\$37,722.12	\$38,759.50	\$39,825.38	\$40,920.58	\$42,045.90

HOURLY

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Physical Therapist	\$38.64	\$39.70	\$40.80	\$41.94	\$43.07
Physical Therapists Assistant	\$25.20	\$25.89	\$26.60	\$27.34	\$28.09
Social Worker	\$29.55	\$30.37	\$31.20	\$32.07	\$32.94
Occupational Therapist	\$38.64	\$39.70	\$40.80	\$41.94	\$43.07
Certified Occupational Therapist Assistant	\$22.66	\$23.28	\$23.92	\$24.58	\$25.26
Technical Support Specialist	\$22.99	\$23.63	\$24.27	\$24.93	\$25.61
Lead Technical Support Specialist	\$25.14	\$25.77	\$27.60	\$28.84	\$30.07
Home School Liaison	\$29.55	\$30.37	\$31.20	\$32.07	\$32.94

Appendix F

LAKE SHORE CENTRAL SCHOOLS DISTRICT OFFICE VACATION REQUEST FORM

Please indicate the vacation time you are requesting in the spaces provided and have your building principal or immediate supervisor sign below. Forward to District Office for final approval and processing.

TOTAL PREVIOUS BALANCE OF VACATION DAYS _____

WEEK 1	DAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	DATE						

WEEK 2	DAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	DATE						

WEEK 3	DAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	DATE						

WEEK 4	DAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	DATE						

WEEK 5	DAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	DATE						

(Less) total number of days requested _____

Balance of Vacation Days _____

Employee Signature

Date of Request

☐

Approved

☐

Disapproved

(Signature of Immediate Supervisor)

SECTION 13.13: Vacation Request Procedures and Forms: All bargaining unit members will be required to complete a vacation form and submit said form to their immediate supervisor for approval. All requests for vacation shall be submitted as follows:

- a) Two (2) weeks advance request for three (3) consecutive days or more.
- b) One (1) week advance request for less than three (3) consecutive days.

The immediate supervisor shall not unreasonably deny any request and all requests shall be approved and/or denied within twenty-four (24) hours from the time the request has been submitted.

C: Sub Calling Attendant
Date: _____

✂-----

Employee Name: _____ Date: _____

Your request for _____ vacation day(s) has been approved and scheduled.

Your current accumulated balance is _____ days.

District Approval: _____
Daniel W. Pacos, Asst. Superintendent for Administration and Finance